

EXHIBIT R

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Please see attachment.

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Adriana Ponce, on behalf of herself and all others similarly situated

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

NOV - 1 2018

JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: E. Chais, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Marin

3501 Civil Center Drive
San Rafael, CA 94903

CASE NUMBER:
(Número del Caso):

CIV 1803937

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Mark Burton, SBN 178400, Hersh and Hersh, 601 Van Ness Ave., Ste. 2080, San Francisco, CA 94102

JAMES M. KIM

DATE:
(Fecha)

NOV 1 - 2018

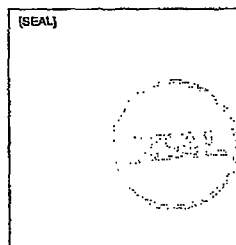
Clerk, by
(Secretario)

Deputy
(Adjunto)

E. CHAIS

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
Summa.com, Services, Inc., a Delaware corporation
3. ☐ on behalf of (specify):

- | | |
|--|---|
| under: <input checked="" type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input checked="" type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |

4. ☐ by personal delivery on (date):

FAXED

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MC-025

SHORT TITLE: Ponce v. Amazon.com Services, Inc., et al.	CASE NUMBER:
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ATTACHMENT (Number): Summons (1)

(This Attachment may be used with any Judicial Council form.)

Defendants:

Amazon.com, Services, Inc., a Delaware Corporation; Amazon Logistics, Inc., a Delaware Corporation; Alain Monie, a California Resident; John Brown, a California Resident; William Gordon, a California Resident; and Does 1-100, inclusive.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1

(Add pages as required)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mark Burton (SBN 178400) Montana Baker (319491) Hersh and Hersh 601 Van Ness Avenue, Suite 2080 San Francisco, CA 94102 TELEPHONE NO.: 415-441-5544 FAX NO.: 415-441-7586 ATTORNEY FOR (Name): Plaintiff		CM-010 RECEIVED MARIN COUNTY 3D SUPERIOR COURT 2019 NOV -1 A 11:31
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Marin STREET ADDRESS: 3501 Civic Center Drive MAILING ADDRESS: 3501 Civic Center Drive CITY AND ZIP CODE: San Rafael, CA 94903 BRANCH NAME:		
CASE NAME: Ponce v. Amazon.com, Services, Inc., et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: CIV 1803937 JUDGE: DEPT: PAUL M. HAAKENSEN

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/PI/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/D/W/D (23) Non-P/PI/D/W/D (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/PI/D/W/D tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify):

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 1, 2018

Montana Baker

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 (Rev. July 1, 2007)

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

FAKED

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CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i>	Breach of Rental/Lease Contract <i>(not unlawful detainer or wrongful eviction)</i>	Construction Defect (10)
	Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i>	Claims Involving Mass Tort (40)
	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)
Asbestos Property Damage	Collection Case—Seller Plaintiff	Enforcement of Judgment
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Product Liability <i>(not asbestos or toxic/environmental)</i> (24)	Insurance Coverage <i>(not provisionally complex)</i> (18)	Abstract of Judgment (Out of County)
Medical Malpractice (45)	Auto Subrogation	Confession of Judgment <i>(non-domestic relations)</i>
Medical Malpractice—Physicians & Surgeons	Other Coverage	Sister State Judgment
Other Professional Health Care Malpractice	Other Contract (37)	Administrative Agency Award <i>(not unpaid taxes)</i>
Other PI/PD/WD (23)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Premises Liability (e.g., slip and fall)	Other Contract Dispute	Other Enforcement of Judgment Case
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Real Property	Miscellaneous Civil Complaint
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Other Complaint <i>(not specified above)</i> (42)
Other PI/PD/WD	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Non-PI/PD/WD (Other) Tort	Writ of Possession of Real Property	Injunctive Relief Only <i>(non-harassment)</i>
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Mechanics Lien
Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)	Quiet Title	Other Commercial Complaint Case <i>(non-tort/non-complex)</i>
Defamation (e.g., slander, libel) (13)	Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i>	Other Civil Complaint <i>(non-tort/non-complex)</i>
Fraud (16)	Unlawful Detainer	Miscellaneous Civil Petition
Intellectual Property (19)	Commercial (31)	Partnership and Corporate Governance (21)
Professional Negligence (25)	Residential (32)	Other Petition <i>(not specified above)</i> (43)
Legal Malpractice	Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i>	Civil Harassment
Other Professional Malpractice <i>(not medical or legal)</i>	Judicial Review	Workplace Violence
Other Non-PI/PD/WD Tort (35)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Employment	Petition Re: Arbitration Award (11)	Election Contest
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Name Change
Other Employment (15)	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

MARK E. BURTON, JR. (SBN 178400)
 MONTANA BAKER (SBN 319491)
 HERSH & HERSH
 A Professional Corporation
 601 Van Ness Avenue, Suite 2080
 San Francisco, CA 94102-6316
 (415) 441-5544
 (415) 441-7586 Facsimile

*Attorneys for Plaintiff ADRIANA PONCE
 and the Proposed Class*

FILED

NOV - 1 2018

JAMES M. KIM, Court Executive Officer
 MARIN COUNTY SUPERIOR COURT
 By: E. Chais, Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF MARIN

ADRIANA PONCE, on behalf of herself
 and all others that are similarly situated,

Plaintiffs,

vs.

AMAZON.COM SERVICES, INC, a
 Delaware Corporation; AMAZON
 LOGISTICS, INC., a Delaware
 Corporation; ALAIN MONIE, a
 California Resident; JOHN BROWN, a
 California Resident; WILLIAM
 GORDON, a California Resident; and
 DOES 1-100, inclusive.

Defendants.

Case No. **CV 1803937**

CLASS ACTION COMPLAINT

1. FAILURE TO REIMBURSE
FOR BUSINESS EXPENSES
(Lab. Code § 2802)
2. FAILURE TO PAY MINIMUM
WAGE (Lab. Code §§ 1197,
1194, 1194.2)
3. FAILURE TO PROVIDE
MEAL AND REST PERIODS
(Lab. Code §§ 226.7, 512)
4. FAILURE TO PAY
OVERTIME (Lab. Code §§ 510,
1194, 1197)
5. FAILURE TO FURNISH
ACCURATE WAGE
STATEMENTS (Lab. Code §§
226, 1174, 1174.5)
6. FAILURE TO PAY WAGES
WHEN DUE & WAITING
TIME PENALTIES (Lab. Code
§§ 201, 202, 203, 204, 1194)
7. VIOLATION OF THE
UNFAIR COMPETITION
LAW (Bus. & Prof. Code §
17200 et seq.)

DEMAND FOR JURY TRIAL

- 1 -

CLASS ACTION COMPLAINT FOR DAMAGES; DEMAND FOR JURY TRIAL

HERSHANDHERSH
 A Professional Corporation

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1 Plaintiff ADRIANA PONCE on behalf of herself and all others that are similarly
2 situated (collectively "Plaintiffs") bring this action against Defendants Amazon.com
3 Services, Inc.; Amazon Logistics, Inc.; Alain Monie; John Brown; William Gordon; and
4 Does 1-100 (collectively "Defendants" or "Amazon"), and allege on information and
5 belief as follows:
6

7 **A. INTRODUCTION**

8 1. This case is brought on behalf of individuals who work or have worked as
9 delivery drivers for Defendants in the State of California, who contracted directly with
10 Amazon and who were classified by Amazon as independent contractors. Plaintiffs
11 became delivery drivers by signing up for Amazon Flex, a program in which e-commerce
12 giant, Amazon, pays individuals to deliver packages from their personal vehicles. At the
13 heart of Plaintiffs' complaint is the allegation that Amazon has misclassified them as
14 independent contractors, when they are actually employees, and therefore Amazon has
15 repeatedly violated the California Labor Code ("Labor Code"); California Industrial
16 Welfare Commission ("IWC") Wage Order No. 9 and the California Business and
17 Professions Code.

18 2. Plaintiffs brings this lawsuit as a class action and assert violations of the
19 California Labor Code, the IWC wage orders, and the Unfair Competition Law ("UCL"),
20 arising from Defendants' unlawful conduct, including: (1) failure to reimburse for
21 business expenses; (2) failure to pay minimum wage; (3) failure to provide meal and rest
22 periods; (4) failure to pay for overtime; (5) failure to furnish accurate wage statements
23 and keep accurate payroll records, (6) failure to promptly pay wages when due and
24 waiting time penalties, and (7) violation of the unfair competition law.

25 3. Plaintiffs seek compensation for all hours worked; all penalties; liquidated
26 damages; and other damages permitted by law; restitution and disgorgement of all
27 benefits obtained by Defendants from their unlawful business practices; injunctive and
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2 declaratory relief; punitive damages, all forms of equitable relief permitted by law; and
3 reasonable attorneys' fees and costs.

4 **B. PARTIES**

5 4. Plaintiff ADRIANA PONCE ("Ms. PONCE" or "Plaintiff"), is an
6 individual and is, and was at all relevant times herein, employed as a delivery driver by
7 Defendants. Ms. Ponce, at all relevant times herein, performed timed deliveries in
8 California for Defendants, with more than half of her deliveries made to Amazon
9 customers in Marin County.

10 5. Defendant Amazon.com, Services Inc. is a Delaware corporation and
11 conducts business throughout the State of California, including the County of Marin. At
12 all relevant times herein, it has been a covered entity or employer within the meaning of
13 the California Labor Code and the California Industrial Welfare Commission.

14 6. Defendant Amazon Logistics, Inc. is a Delaware corporation and conducts
15 business throughout the State of California, including the County of Marin. On
16 information and belief, Amazon Logistics, Inc. is a subsidiary of Amazon.com, Services
17 Inc., and delivery drivers, including Plaintiffs have contracted directly with Amazon.com,
18 Inc. through Amazon Logistics, Inc. Collectively, Amazon.com, Inc. and Amazon
19 Logistics, Inc. are hereinafter referred to as "Amazon" or "Defendants."

20 7. Defendant Alain Monie ("Mr. Monie"), is an individual and is, and was at
21 all relevant times herein, a resident of the State of California. Pursuant to Labor Code
22 section 558.1, Mr. Monie is, and was at all relevant times herein, an owner, director,
23 officer, or managing agent of Amazon.com, Services Inc. In particular, Mr. Monie, in his
24 corporate capacity, acted on behalf of Amazon and exercised substantial independent
25 authority and judgment so that his decisions ultimately determined Amazon's corporate
26 policy, including but not limited to the Amazon Flex program.

1
2 8. Defendant John Brown ("Mr. Brown), is an individual, and was at all
3 relevant times herein, a resident of the State of California. Pursuant to Labor Code
4 section 558.1, Mr. Brown was at all relevant times herein, an owner, director, officer, or
5 managing agent of Amazon.com, Services Inc. In particular, Mr. Brown, in his corporate
6 capacity, acted on behalf of Amazon and exercised substantial independent authority and
7 judgment so that his decisions ultimately determined Amazon's corporate policy,
8 including but not limited to the Amazon Flex program.

9 9. Defendant William Gordon ("Mr. Gordon), is an individual and is, and
10 was at all relevant times herein, a resident of the State of California. Pursuant to Labor
11 Code section 558.1, Mr. Gordon was at all relevant times herein, an owner, director,
12 officer, or managing agent of Amazon.com, Services Inc. In particular, Mr. Gordon, in
13 his corporate capacity, acted on behalf of Amazon and exercised substantial independent
14 authority and judgment so that his decisions ultimately determined Amazon's corporate
15 policy, including but not limited to the Amazon Flex program.

16 10. The true names and capacities, whether individual, corporate, associate, or
17 otherwise, of Defendants sued herein as 1 through 100, inclusive, are currently unknown
18 to Plaintiffs, who therefore sue Defendants by such fictitious names under Cal. Code of
19 Civil Procedure § 474. Plaintiffs are informed and believe, and based thereon allege, that
20 each of the Defendants designated herein as a DOE is legally responsible in some manner
21 for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this
22 Complaint to reflect the true names and capacities of the Defendants designated
23 hereinafter as DOES when such identities become known. Hereinafter Defendants and
24 the DOE Defendants shall be referred to collectively as "Defendants."

25 11. At all times mentioned, Defendants, and each of them, were the agents,
26 alter egos, servants, joint venturers, joint employers or employees for each other, and
27 acted with the consent of his/her said Co-Defendants, and acted within the course,

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2 purpose and scope of said agency, service or employment and said conduct was ratified
3 by Defendants, and each of them.

4 12. At all relevant times herein, the California Labor Code and IWC Wage
5 Order No. 9 governed the employment relationship between Plaintiffs and Defendants.

6 **C. FACTUAL ALLEGATIONS**

7 13. Defendant Amazon is an online retailer that provides delivery service of
8 consumer and electronic goods to customers of the Amazon.com website and the
9 Amazon mobile application.

10 14. Amazon Flex is a delivery program in which Amazon hires individuals to
11 complete Amazon deliveries using the Amazon Flex mobile application ("Flex App"). To
12 qualify to be a driver for the Amazon Flex Program, an individual (hereinafter referred to
13 as "Flex Drivers") needs to have a smartphone, have access to a qualifying vehicle, show
14 proof of auto insurance and pass a background check. Once hired, Flex Drivers are
15 required to watch 19 training videos that describe the job, show them how to use the Flex
16 App to scan packages, and show them how to pick up and drop off deliveries.

17 15. Amazon pays Flex Drivers a fixed amount per delivery shift. Specifically,
18 Flex Drivers log onto the Flex App and select a block of hours that Amazon has
19 designated as available for a fixed payout. Available shifts typically vary from 2-6 hours
20 in length. Defendants pay Flex Drivers twice each week via direct deposit.

21 16. Amazon and the Flex App initiate almost everything a Flex Driver does
22 during their shift. Amazon controls which shifts are available for each Plaintiff and
23 prohibits Plaintiffs from viewing and selecting certain shifts on a daily and weekly basis.
24 Then, Flex Drivers select an available block of time and begin their shift by arriving at an
25 Amazon distribution center and swiping "I've Arrived" on the Flex App. The Flex App
26 then shows the driver how to navigate to each package drop-off location. Once the driver
27 has arrived to a delivery destination, they scan the package with the Flex App and place it
28

1 in a safe area. After completing all deliveries, the Flex Drivers end their shift in the Flex
2 App.

3
4 17. However, if a package cannot be delivered, for example, if there is an
5 unknown gate code or a driver cannot enter an apartment complex, the Flex Driver will
6 mark the delivery as undeliverable. If a Flex Driver is unable to complete all deliveries,
7 they must return the uncompleted packages to the pick up station, for no additional
8 compensation.

9 WORKER MISCLASSIFICATION

10 18. Amazon contracts directly with Flex Drivers and although they are
11 classified as independent contractors, these delivery drivers are actually employees. In
12 fact, pursuant to the California Supreme Court's recent ruling in *Dynamex Operations*
13 *West, Inc., v. Superior Court*, all Plaintiffs should be classified as employees for the
14 following reasons:

15 (A) Plaintiffs are not, and were not, free from the control and direction of
16 Defendants in connection with the performance of their delivery services. For instance,
17 Plaintiffs receive *unpaid* training regarding how to scan packages appropriately, how to
18 interact with customers and how to handle issues they may encounter while making
19 deliveries. They must follow Amazon's instructions regarding where to make deliveries,
20 in what order, and which route to take. Defendants even control which and how many
21 shifts a Plaintiff can view and select on a daily or weekly basis. Plaintiffs must also
22 follow requirements and rules imposed on them by Amazon, and are subject to
23 termination at Amazon's discretion for their failure to adhere to these requirements,
24 including timeliness in making deliveries, scanning of packages, and their conduct with
25 customers. Lastly, Defendants hired Plaintiffs to fulfill contractual obligations with
26 customers, who maintain particular requirements for customer service. Accordingly,
27 Defendants have an incentive to control the means and manner of Plaintiffs' service.

HERSHANDHERSH
A Professional Corporation

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2 (B) Plaintiffs perform work that is within the usual course of Defendants'
3 business. Specifically, Amazon is primarily in the business of providing delivery
4 service to customers, and that is the delivery service that Plaintiffs provide. Plaintiffs'
5 delivery services are therefore fully integrated into Amazon's business.

6 (C) Plaintiffs are *not* customarily engaged in an independently established
7 trade, occupation, or business that is of the same nature as the work performed by
8 Defendants. Pursuant to Defendants' uniform policy, Defendants do not require
9 Amazon Flex delivery drivers to possess any skill above and beyond that necessary to
10 obtain a normal driver's license, and Plaintiffs in fact do not possess any specialized
11 skill. In addition, Plaintiffs operate no distinct business of their own, and are supervised
12 by Defendants through supervisors located at Amazon's distribution centers.

13 (D) Plaintiffs perform essentially the same tasks in the same manner as
14 the delivery drivers who are classified as employees by the courier companies Amazon
15 contracts with to deliver packages.

16 19. Defendants saved vast sums of money by not paying for Plaintiffs'
17 overtime labor, expenses and payroll taxes, allowing them to reap enormous profits, at
18 Plaintiffs' expense, to expand their business.

19 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

20 20. Based on Defendants' classification of Plaintiffs as independent
21 contractors, Defendants require Flex Drivers to pay for the business expenses necessary
22 to perform their job. These expenses include, but are not limited to, the cost of purchase
23 of Plaintiffs' cell phones and related cell phone costs, such as cell phone data, call and/or
24 text messaging expenses. Plaintiffs are also responsible for the cost of purchase of
25 Plaintiffs' vehicle, vehicle maintenance, fuel, auto insurance and other vehicle operating
26 costs, including costs of tools and other equipment necessary to perform services.

27 ///

MINIMUM WAGE VIOLATIONS

21. Defendants advertise that Flex Drivers can make between \$18-\$25 an hour. However, because Plaintiffs are classified as independent contractors, Amazon requires Flex Drivers to pay for the business expenses necessary to perform their job. In light of the business expenses the Flex Drivers bear in order to perform their jobs, Plaintiffs' hourly wages often fall below the State of California's minimum wage, and/or the local minimum wage requirements of the cities the drivers delivered to.

22. Defendants pay Flex Drivers by the delivery block with a fixed payout amount. However, it often takes Flex Drivers more time to complete their deliveries than the scheduled block estimate. Nonetheless, Flex Drivers do not receive additional compensation for this extra time. Moreover, if a package is undeliverable, Flex Drivers are required to return the uncompleted packages to the pick up station, for no additional compensation. Defendants' failure to compensate Plaintiffs for this unpaid time further pushes Plaintiffs' wages below the state and/or local minimum wage.

MEAL AND REST BREAK VIOLATIONS

23. Flex Drivers log onto the Flex App and select a block of hours that can range from 2-6 hour blocks. As a result, some Plaintiffs worked shifts that exceeded more than 3.5 hours, and did so, without being permitted to take a 10-minute paid rest period. In addition, Defendants did not provide Plaintiffs with an additional hour of pay for each workday that a rest period was not provided.

24. In addition, Flex Drivers that worked shifts longer than 5 hours per day, did so without receiving adequate off-duty meal periods of at least thirty 30 minutes during which they were relieved of all duties. In addition, Defendants did not provide Plaintiffs with an additional hour of pay for each workday that a proper meal period was not provided.

///

OVERTIME VIOLATIONS

25. Flex Drivers are permitted to work multiple shifts a day, as well as multiple shifts a week, but are not permitted to take their two mandated 10-minute rest breaks. For overtime purposes, California law assumes that within an 8-hour shift an employee has been permitted to take two paid 10-minute rest breaks. As a result, when an employee is not permitted to take either required rest break, each break is considered overtime.

26. Therefore, in this action, every time a Flex Driver works at least 8 hours in a single day and is deprived of their two 10-minute rest breaks, they are entitled to 1.5 times their regular rate for the additional 20 minutes of work they performed without compensation.

FAILURE TO PAY ALL WAGES DUE

27. By failing to compensate Plaintiffs for all hours worked, Defendants have and continue to violate Labor Code section 204, which requires employers to pay their employees full wages when due.

28. Some of the Plaintiffs no longer work for Defendants and therefore they have willfully failed to make timely payment of wages due at the time of termination or separation.

29. By failing to compensate Plaintiffs for all of the time they worked, Defendants knowingly and intentionally failed to provide accurate, itemized wage statements, including hours worked, as required under Labor Code section 226(a).

D. CLASS ACTION ALLEGATIONS

30. Plaintiff brings this lawsuit as a class action on behalf of herself and all other similarly situated members of the proposed class defined below pursuant to the Code of Civil Procedure section 382. This action satisfies the Ascertainability,

1 Numerosity, Commonality, Typicality, Adequacy, Predominance and Superiority
2 requirements of class actions. The Class is defined as follows:

3 31. All delivery drivers who have contracted directly with Amazon to be Flex
4 Drivers in the State of California from September 2014 to the present day, and who may
5 choose to opt in to this case.
6

7 32. Excluded from the Class are: (1) Defendants, any entity or division in
8 which Defendants have a controlling interest, and its/their legal representatives, officers,
9 directors, assigns and successors; (2) the judge to whom this case is assigned and any
10 member of the judge's immediate family; and (3) claims for personal injury, wrongful
11 death and emotional distress and claims of consequential property damage and loss.

12 NUMEROSITY AND ASCERTAINABILITY

13 33. The Class is comprised of hundreds, if not thousands, of individuals,
14 which makes joinder impracticable, and, additionally, Plaintiff does not know all of the
15 identities of all the Class members.

16 34. The Class is comprised of an easily ascertainable set of persons who
17 worked for Defendants as delivery drivers for the Amazon Flex program. Class members
18 are easily identifiable from records maintained by, and in the possession and control of,
19 the Defendants or otherwise readily obtained from third parties.

20 COMMUNITY OF INTEREST

21 35. There is a well-defined community of interest among Class members, and
22 the disposition of the claims of these Class members in a single action will provide
23 substantial benefits to all parties and to the Court.

24 TYPICALITY

25 36. The claims of the representative Plaintiff are typical of the claims of the
26 Class in that the representative Plaintiff, like all Class members, was not paid in
27 accordance with California law and suffered damages as a result.

1
2 37. Moreover, the factual bases of Defendants' misconduct are common to all
3 Class members, and Defendants' actions resulted in damages to all members of the Class.

4 **PREDOMINANCE OF COMMON ISSUES**

5 38. There are numerous questions of law and fact common to all Class
6 members and those questions predominate over any questions that may affect only
7 individual Class members, including, but not limited to the following:

- 8 a. Whether Defendants' misclassified Plaintiffs as independent
9 contractors;
10 b. Whether Defendants' conduct violated the California Labor Code
11 violations pled herein;
12 c. Whether Defendants' conduct violated Business and Professions
13 Code Section 17200, *et seq.*;
14 d. Whether Plaintiff and the Class are entitled to equitable relief,
15 and, if so, the nature of such relief; and
16 e. Whether compensatory and other damages should be awarded to
17 Plaintiff and Class members.

18 **ADEQUACY**

19 39. Plaintiff will fairly and adequately represent and protect the interests of
20 the Class. Plaintiff has retained counsel highly experienced in prosecuting class actions.

21 40. Plaintiff and his counsel are committed to vigorously prosecuting this
22 action on behalf of Class members and have the resources to do so. Neither Plaintiff nor
23 his counsel has any interests adverse to those of the Class.

24 **SUPERIORITY**

25 41. A class action is superior to all other available methods for the fair and
26 efficient adjudication of this controversy. Because of the relatively small size of the
27 individual Class members' claims, absent a class action most Class members would

likely find the cost of litigating their claims against Defendants to be prohibitive. The class treatment of common questions of law and fact is also superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants, and promotes consistency and efficiency of adjudication.

42. The consideration of common questions of fact and law will conserve judicial resources and promote a fair and consistent resolution of this labor problem.

E. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Failure to Reimburse for Business Expenses (Labor Code § 2802)

43. Plaintiffs re-allege and incorporate by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

44. The conduct of Defendants, as alleged herein, violated California Labor Code § 2802, which provides that an employer must reimburse employees for all reasonable and necessary expenses incurred in carrying out the lawful directions of the employer.

45. At all relevant times, while acting on the direct instruction of Defendants, Plaintiff and similarly situated Flex Drivers incurred work related expenses. These expenses include the cost of purchase of Plaintiffs' cell phones and related cell phone costs, such as cell phone data, call and/or text messaging expenses. As well as the cost of purchase of Plaintiffs' vehicle, vehicle maintenance, fuel, auto insurance and other vehicle operating costs, including costs of tools and other equipment necessary to perform services.

46. Defendants have failed and fail to indemnify or in any manner reimburse Plaintiffs for the incurred necessary expenditures and losses. Defendants' requiring Plaintiffs to pay expenses and costs incurred in direct consequence of the discharge of

1 their duties for Defendants and/or in obedience of Defendants' directions is in violation
2 of Cal. Labor Code §2802.

3 47. As a direct and proximate result of Defendants' conduct, Plaintiffs have
4 suffered losses according to proof, including prejudgment interest pursuant to Cal. Labor
5 Code §2802, subdivision (b), and costs and attorneys' fees pursuant to Cal. Labor Code
6 §2802, subdivision (c), in the prosecution of this action.

7 **WHEREFORE**, Plaintiffs pray for relief as set forth below.

8
9 **SECOND CAUSE OF ACTION**
10 **Failure to Pay the Minimum Wage**
11 **(Labor Code §§ 1197, 1194, 1194.2)**

12 48. Plaintiffs re-allege and incorporate by reference the allegations in each of
13 the preceding paragraphs as if fully set forth herein. —

14 49. At all times relevant times herein, Labor Code section 1197 and the
15 Industrial Welfare Commission Minimum Wage Order were in full force and effect and
16 required that Defendants' pay their California Flex Drivers the minimum wage for all
17 hours worked.

18 50. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who
19 has not been paid the legal minimum wage may recover the unpaid balance together with
20 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the
21 wages unpaid and interest on those amounts, pursuant to California Labor Code §218.6.

22 51. Nevertheless, during the relevant period herein, Defendants willfully and
23 intentionally employed a practice of classifying Plaintiffs as independent contractors,
24 thereby requiring Plaintiffs to pay for the business expenses necessary to perform their
25 job. In addition, even though it often took Plaintiffs more time to complete their
26 deliveries than their shift allotted for, Defendants did not provide Plaintiffs with
27 additional compensation for this extra time. Moreover, if a package was undeliverable,
28

1 Defendants employed a practice of requiring Plaintiffs to return the uncompleted
2 packages to the pick up station, for no additional compensation.

3
4 52. Therefore, in light of these business expenses, and uncompensated
5 additional work, Defendants caused Plaintiffs' hourly wages to often fall below the
6 minimum wage.

7 53. As a result, due to Defendants' unlawful failure and refusal to pay
8 Plaintiffs the minimum wage as required by law, Plaintiffs have suffered damages in
9 amounts to be proven at trial and are entitled to all appropriate remedies provided by the
10 Labor and IWC Wage Orders, including liquidated damages, attorneys' fees and costs of
11 suit.

12 WHEREFORE, Plaintiffs pray for relief as set forth below.

13 **THIRD CAUSE OF ACTION**
14 **Failure to Provide Meal and Rest Periods**
15 **(Labor Code §§ 226.7, 512)**

16 54. Plaintiffs re-allege and incorporate by reference the allegations in each of
17 the preceding paragraphs as if fully set forth herein.

18 55. At all relevant times herein, some Plaintiffs were compelled to provide
19 services to Defendants without being provided an opportunity to take their mandated
20 meal and rest breaks. Plaintiffs were thus deprived of their meal and rest breaks in
21 violation of California Labor Code sections 226.7 and 512.

22 56. Plaintiffs were not "exempt" employees under the California Labor Code
23 or IWC Wage Order No. 9.

24 57. Defendants knew or should have known that Plaintiffs were working
25 without meal and rest breaks and were not compensated for that time. Defendants' failure
26 to compensate Plaintiffs for meal and rest breaks was systematic, willful, knowing and
27 intentional.

58. Plaintiffs have been damaged by Defendants' intentional and knowing refusal to compensate them for work performed during their meal and rest breaks and seek compensation and penalties for all missed breaks in accordance with California Labor Code Section 226.7, along with appropriate damages, injunctive relief and attorneys' fees and costs.

WHEREFORE, Plaintiffs pray for relief as set forth below.

FOURTH CAUSE OF ACTION

Failure to Pay Overtime (Labor Code §§ 510, 1194, 1197)

59. Plaintiffs re-allege and incorporate by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

60. At all times relevant times herein, Labor Code sections 510, 1194, and 1197, as well as the Industrial Welfare Commission were in full force and effect and required Defendants' to pay overtime compensation when due to all non-exempt employees for all hours worked over 40 per week and over 8 hours per day.

61. Plaintiffs are non-exempt employees and are entitled to be paid proper compensation for all hours worked, including overtime hours worked.

62. For overtime purposes, California law assumes that within an 8-hour shift an employee has been permitted to take two paid 10-minute rest breaks. As a result, when an employee is not permitted to take one or either required rest break, that time is considered overtime. Therefore, because Plaintiffs worked at least 8 hours in a single day and were deprived of their two 10-minute rest breaks, they are entitled to 1.5 times their regular rate for the additional 20 minutes of work they performed.

63. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs have sustained damages, including loss of earnings for hours worked and for overtime hours worked on behalf of Defendants in an amount to be

1 established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute
2 and other applicable law.
3

4 **FIFTH CAUSE OF ACTION**

5 **Failure to Furnish Accurate Wage Statements**
6 **(Labor Code §§ 226, 1174, 1174.5)**

64. Plaintiffs re-allege and incorporate by reference the allegations in each of
7 the preceding paragraphs as if fully set forth herein.

8 65. Defendants knowingly and intentionally failed to provide timely, accurate,
9 itemized wage statements, including, *inter alia*, gross wages, net wages earned, hours
10 worked and hourly rates, to Plaintiffs as required by California Labor Code Section
11 226(a). Such failure caused injury to Plaintiffs by, among other things, impeding them
12 from knowing the amount of wages to which they are and were entitled. At all relevant
13 times herein, Defendants failed to maintain records of hours worked by Plaintiffs as
14 required under Labor Code Section 1174(d).

15 66. Plaintiffs are not "exempt" employees under the California Labor Code or
16 IWC Wage Order No. 9.

17 67. Plaintiffs are entitled to and seek injunctive relief requiring Defendants to
18 comply with Labor Code Sections 226(a) and 1174(d), and further seek all actual and
19 statutory damages available for these violations under Labor Code Sections 226(e) and
20 1174.5.

21 **WHEREFORE**, Plaintiffs pray for relief as set forth below.
22

23 **SIXTH CAUSE OF ACTION**

24 **Failure to Pay All Wages When Due &**
25 **Waiting Time Penalties**
26 **(Labor Code §§ 201, 202, 203, 204, 1194)**

26 68. Plaintiffs re-allege and incorporate by reference the allegations in each of
27 the preceding paragraphs as if fully set forth herein.
28

1
2 69. By failing to compensate Plaintiffs for all time worked, Defendants have
3 and continue to violate Labor Code section 204, which requires that Defendants pay their
4 employees their full wages when due.

5 70. Pursuant to Labor Code Section 1194, Plaintiffs are entitled to recover
6 from Defendants all unpaid wages to which they are entitled, plus pre- and post-judgment
7 interest thereon and reasonable attorneys' fees and costs incurred in prosecuting this
8 action.

9 71. Some Plaintiffs are no longer working for Defendants. By failing to
10 compensate Plaintiffs as required by California law at any time during the previous four
11 or more years pursuant to the applicable statute of limitation and tolling provisions,
12 Defendants also have willfully failed to make timely payment of the full wages due, at
13 the time they terminated employment with Defendants; and thereby Defendants have
14 violated Labor Code Sections 201 and 202.

15 72. As a consequence of Defendants' willful failure to pay wages due to each
16 such employee following separation from employment as required by Labor Code §§ 201
17 and 202, Plaintiffs whose employment ended prior to the filing of this case and
18 continuing through the date of class certification are entitled to recover from Defendants
19 waiting time penalties, pursuant to Labor Code section 203, equal to a day's wages, for
20 up to 30 days.

21 WHEREFORE, Plaintiffs pray for relief as set forth below.

22 **SEVENTH CAUSE OF ACTION**
23 **Violation of Unfair Competition Law**
24 **(Cal. Bus. & Prof. Code §§ 17200 et seq.)**

25 73. Plaintiffs re-allege and incorporate by reference the allegations in each of
26 the preceding paragraphs as if fully set forth herein.
27
28

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1
2 74. The conduct of Defendants, as alleged herein, violated the California
3 Unfair Competition Law ("UCL"), California Business and Professions Code Section
4 17200, et seq.

5 75. Plaintiffs allege that the unfair and unlawful business practices
6 complained of herein are and were the regular business practice of Defendants.

7 76. Through Defendants' failures to pay legally required wages when due, to
8 provide itemized statements of hours worked with payments of wages, to reimburse
9 Plaintiffs for expenses they incurred at the direction of Defendants, and other conduct
10 alleged herein, Defendants have violated numerous specific provisions of California law
11 and have engaged in, and continue to engage in, unlawful and unfair business practices in
12 violation of the UCL, depriving Plaintiffs of rights, benefits, and privileges guaranteed to
13 all employees under law, and have caused Plaintiffs to suffer injury in fact and to lose
14 money.

15 77. Plaintiffs are informed and believe, and based upon such information and
16 belief allege, that by engaging in the unfair and unlawful business practices complained
17 of herein, Defendants were able to lower their labor costs and thereby obtain a
18 competitive advantage over law-abiding employers and businesses with which it
19 competes.

20 78. California Business and Professions Code Section 17203 provides that the
21 Court may restore to an aggrieved party any money or property acquired by means of
22 unlawful and unfair business practices. Under the circumstances alleged herein, it would
23 be inequitable and result in a miscarriage of justice for Defendants to continue to retain
24 the property of Plaintiffs. Therefore, Plaintiffs are entitled to restitution of the unfair
25 benefits obtained and disgorgement of Defendants' ill-gotten gains. Plaintiffs seek
26 restitution and damages of all unpaid wages and reimbursement for business expenses,
27 owed to them, according to proof, as well as all other available equitable relief.

1
2 79. Injunctive relief pursuant to California Business and Professions Code
3 Section 17203 is necessary to prevent Defendants from continuing to engage in unfair
4 business practices as alleged in this Complaint. Defendants and/or persons acting in
5 concert with Defendants have done, are now doing, and will continue to do or cause to be
6 done, the illegal acts alleged in this Complaint, unless restrained and enjoined by this
7 Court. Unless the relief prayed for below is granted, a multiplicity of actions will result.
8 Plaintiffs have no plain, speedy, or adequate remedy at law, for reasons which include but
9 are not limited to the following: (a) it is difficult to measure the amount of monetary
10 damages that would compensate Plaintiffs for Defendants' wrongful acts; and (b) in any
11 event, pecuniary compensation alone would not afford adequate and complete relief. The
12 continuing violation of law by Defendants will cause great and irreparable damage to
13 Plaintiffs unless Defendants are immediately restrained from committing further illegal
14 acts.

15 80. Plaintiffs herein take upon themselves enforcement of these laws and
16 lawful claims. There is a financial burden incurred in pursuing this action. Therefore
17 Plaintiff seeks recovery of attorneys' fees and costs of this action to be paid by
18 Defendants, as provided by the UCL and California Labor Code Section 218, 218.5, and
19 1194, and California Code of Civil Procedure Section 1021.5.

20 WHEREFORE, Plaintiffs pray for relief as set forth below.

21
22 **F. PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for relief as follows:

- 24 A. A declaratory judgment that the policies and practices complained of
25 herein are unlawful under the laws of California;
26 B. Appropriate equitable and injunctive relief to remedy Defendants'
27 violations of the laws of California, including but not necessarily limited
28

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2 to an order enjoining Defendants from continuing their unlawful policies
3 and practices;

4 C. An award of damages, statutory penalties, and restitution to be paid by
5 Defendants according to proof;

6 D. General damages according to proof;

7 E. Pre-Judgment and Post-Judgment interest, as provided by law;

8 F. Such other injunctive and equitable relief as the Court may deem just and
9 proper;

10 G. Attorneys' fees and costs of suit, including expert fees and fees pursuant
11 to California Labor Code Section 218.5 and 1194, California Code Civil
12 Procedure Section 1021.5, and other applicable laws.

13 **G. DEMAND FOR JURY TRIAL**

14 Plaintiffs hereby demand a jury trial on all causes of action and claims to which a
15 right to jury trial exists.

16
17 DATED: October 29, 2018

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A Professional Corporation

18
19
20 By: 

Mark E. Burton, Jr.

Montana Baker

*Attorneys for Plaintiff Adriana Ponce
and the Proposed Class*

MARIN COUNTY SUPERIOR COURT

P.O. Box 4988
San Rafael, CA 94913-4988

PLAINTIFF:

Adriana Ponce

vs.

CASE NO. *CIV 1803937*

DEFENDANT:

*Amazon.com et al*NOTICE OF CASE
MANAGEMENT CONFERENCE
(CIVIL)

(Pursuant to Government Code Section 68600 et seq.)

Pursuant to Local Rule 1.3, the plaintiff must serve a copy of this Notice of Case Management Conference, a blank Case Management Statement (Judicial Council Form CM-110), a blank Notice of Settlement of Entire Case (Judicial Council Form CM-200), and an Alternative Dispute Resolution (ADR) Informational Notice (CV006) together with the complaint on all parties.

This case is assigned for all purposes to Judge *Haakenson* in Courtroom *E*.

1. The parties/counsel to this action shall comply with the filing and service deadlines in Local Rule 1.5 and California Rule of Court 3.110, or appear at the Order to Show Cause hearing on the dates set forth below:

Failure to File Proof of Service

1/16/19

8:30 / 9:00 A.M.

Failure to Answer

2/14/19

8:30 / 9:00 A.M.

2. Parties must appear for Case Management Conference on

3/21/19

8:30 / 9:00 A.M.

3. The parties must be familiar with the case and be fully prepared to discuss the suitability of the case for binding or non-binding arbitration, mediation, or neutral case evaluation. **Counsel must discuss ADR options with their clients prior to attending the Case Management Conference** and should be prepared to discuss with the court their authority to participate in ADR.

4. Case Management Conference Statements must be filed with the court and served on all parties at least 15 calendar days before the Case Management Conference. **(Late filing may result in the issuance of sanctions.)**

Distribution: Original - Court File; Canary - Plaintiff

CV008

NOTICE OF CASE MANAGEMENT CONFERENCE (CIVIL)
(Pursuant to Government Code § 68600 et seq.)

Rev. 7/15/15

MARIN COUNTY SUPERIOR COURT

3501 Civic Center Drive
P.O. Box 4988
San Rafael, CA 94913-4988
(415) 444-7040



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATIONAL NOTICE
(California Rule of Court 3.221)

The plaintiff must serve a copy of this notice with the complaint on all parties to this case.

Alternative Dispute Resolution (ADR) is a way of solving legal disputes without going to trial. Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case.

ADVANTAGES OF ADR

Save Time

A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

Save Money

When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

Increase Control Over the Process and the Outcome

In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

Preserve Relationships

ADR can be a less adversarial way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

Increase Satisfaction

In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

DISADVANTAGES OF ADR

If the case is resolved using ADR, the parties forgo their right to a public trial and they do not receive a decision by a judge or jury. If the case is not resolved using ADR and it proceeds to trial, the overall costs of the case may increase.

TYPES OF ADR**Mediation**

In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Settlement Conferences

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

Arbitration

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Neutral Evaluation

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

LOCAL ADR PROGRAMS

For a Directory of Mediators and Arbitrators or information about the Modest Means Mediation Program, contact the Marin County Bar Association (MCBA) by calling (415) 499-1314 or emailing info@marinbar.org. Additional information is also available on the MCBA website: www.marinbar.org.

STIPULATION TO USE ADR

If all parties in the action agree to participate in ADR, a *Stipulation to Use Alternative Dispute Resolution Process (CV002)* may be filed with the court. This form is available at www.marincourt.org or in the Clerk's Office.

Please note, **you are required to complete and submit the Notice of Settlement of Entire Case (Judicial Council Form CM-200) within 10 days of the resolution of your case.**